

1
2
3
4
5
6
7
8 **UNITED STATES DISTRICT COURT**
9 **NORTHERN DISTRICT OF CALIFORNIA**
10

11 MOSES A. ESQUIVEL, individually and on
12 behalf of all others similarly situated,

13 Plaintiff,

14 vs.

15 SPRINT/UNITED MANAGEMENT
16 COMPANY and DOES 1–10, inclusive,

17 Defendants.

18 SPRINT/UNITED MANAGEMENT
19 COMPANY, a Kansas corporation, SPRINT
20 SPECTRUM L.P., a Delaware limited
21 partnership, and SPRINT SOLUTIONS, INC., a
22 Delaware corporation,

23 Cross-Complainants,

24 vs.

25 MOSES A. ESQUIVEL, an individual,

26 Cross-Defendant.
27
28

Case No. 3:15-CV-03022-LB

**~~[PROPOSED]~~ ORDER DISMISSING CIVIL
ACTION WITHOUT PREJUDICE**

Hon. Laurel Beeler
Courtroom C, 15th Floor
San Francisco Courthouse

Compl. Filed: April 23, 2015
First Am. Compl. Filed: May 27, 2015
Cross-Compl. Filed: June 26, 2015

[PROPOSED] ORDER

Before the Court is the Joint Stipulation to Dismissal of Civil Action without Prejudice signed by counsel of record for Cross-Complainants Sprint/United Management Company, Sprint Spectrum L.P., and Sprint Solutions (collectively, "Sprint") and by *pro se* Cross-Defendant Moses A. Esquivel ("Esquivel"). Having read the Joint Stipulation, and finding good cause therefor, the Court HEREBY ORDERS as follows:

1. This action, and each claim or counterclaim alleged therein, is hereby dismissed without prejudice in its entirety pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii). Each Party shall bear its own costs, expenses, and attorneys' fees, except as provided by the Settlement Agreement entered into by the Parties to this action.

2. This Court shall retain jurisdiction over the Parties to enforce the Parties' Settlement Agreement until performance in full of the terms of the Settlement Agreement

IT IS SO ORDERED.

Dated: April 15, 2016



HONORABLE LAUREL BEELER
United States Magistrate Judge
Northern District of California